

11:33 am, May 22, 2019

U.S. DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK  
LONG ISLAND OFFICE

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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HARTFORD LIFE AND ACCIDENT  
INSURANCE COMPANY,

Plaintiff,

v.

PENDING ESTATE OF JOHNNY MCCLENDON,  
c/o Myosha Porter as Administrator of the Estate,  
MYOSHA PORTER, KEVIN PRATT, and PENDING  
ESTATE OF TARACKER MCCLENDON,

Defendants.  
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FEUERSTEIN, District Judge:

**ORDER**

18-cv-2362 (SJF)(SIL)

Plaintiff Hartford Life and Accident Insurance Company (“Hartford”) commenced this interpleader action to resolve the potentially competing claims of the defendants/claimants for the proceeds of a group basic term life insurance policy (the “Policy”) insuring the life of Taracker McClendon (the “Decedent”), now deceased. According to the Amended Complaint, the Policy offered a basic life insurance benefit of \$74,000. Amended Complaint (“Am. Compl.”) ¶12, Docket Entry (“DE”) [5]. The Policy named three (3) beneficiaries. Decedent’s husband, Johnny McClendon, who died after this case was commenced, was designated to receive 50% of the benefit, with 25% going to each Myosha Porter (“Porter”), Decedent’s niece, and Kevin Pratt (“Pratt”), Decedent’s nephew. *Id.* ¶¶7-9, 13. McClendon and Porter submitted claims for the benefits and were paid their shares of 50% and 25%, respectively. *Id.* ¶21. The issue raised in this case is distribution of the remaining 25% share of the benefits designated by the Policy to Pratt.

Decedent’s death on May 16, 2017 from stab wounds to the head, neck, and torso was determined to be a homicide, and Pratt has been charged with her murder. Am. Compl. ¶¶14-16.

At the time of the complaint, Hartford stated, upon information and belief, that Pratt was undergoing a competency review to determine whether he is legally competent. *Id.* ¶17.

Hartford noted that the New York common law “Slayer Rule” provides that a person who intentionally murders another person or causes the death of another person by felonious or other intentional or reckless criminal conduct is not entitled to the benefits of the decedent’s insurance policy, but that case law suggests that the rule is not applied if the killing was unintentional, accidental, negligent, as a result of self-defense, or by reason of insanity. *Id.* ¶18.

Despite service upon them, no defendant/claimant answered the complaint.<sup>1</sup> Hartford’s motions for a default judgment and for permission to deposit interpleader funds with the Court were granted. After Court-approved deductions for reasonable costs and attorneys’ fees, Hartford deposited the balance of \$12,703.60 with the Clerk of the Court. No activity has occurred on the case since February 2019. Accordingly, each defendant/claimant is hereby

**ORDERED to file a letter no later than June 25, 2019 as to whether that defendant/claimant intends to pursue a claim to the funds and that party’s basis for the claim. Failure to comply with this Order may result in an Order (1) finding that the non-complying defendant/claimant has abandoned any claim to the proceeds of the Policy, and (2) dismissing the non-complying defendant/claimant from this action without further notice.**

The Clerk of the Court is directed to send a copy of this Order, along with the Amended Complaint, DE [5], and the Default Judgment, DE [21], to the following defendants/claimants at the addresses indicated:

Pending Estate of Johnny McClendon  
c/o Myosha Porter as Administrator  
115 Harvard Street  
Hempstead, NY 11550

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<sup>1</sup> Counsel filed a notice of appearance on Porter’s behalf in February 2019.

Kevin Pratt  
#2017003506  
Nassau County Correctional Center  
100 Carmen Avenue  
East Meadow, NY 11554

Pending Estate of Taracker McClendon  
c/o Myosha Porter as Administrator  
115 Harvard Street  
Hempstead, NY 11550

Service on Porter will be effected via her attorney through ECF.

**SO ORDERED.**

/s/ \_\_\_\_\_  
Sandra J. Feuerstein  
United States District Judge

Dated: May 22, 2019  
Central Islip, New York